



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

Board of Supervisors
GLORIA MOLINA
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MICHAEL D. ANTONOVICH
Fifth District

August 21, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: AMENDMENT NUMBER 1 TO
AGREEMENT NUMBER H-702404 WITH SIMI GROUP, INC. FOR
SOFTWARE PROGRAMMING CONSULTING SERVICES FOR
PUBLIC HEALTH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)
CIO RECOMMENDATION: APPROVE (X)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to sign Amendment Number 1 to Agreement Number H-702404 with The SIMI Group, Inc. (SIMI), to extend the term of the agreement from August 29, 2007, to August 30, 2008, to increase the maximum County obligation by \$212,916 from \$610,970 to \$823,886, 100 percent offset by the Centers for Disease Control and Prevention's (CDC) Notice of Cooperative Agreement (NCA) U90/CCU917012-07, and to revise the term of the Agreement to include a provision for two 12-month automatic renewals through August 30, 2010.
2. Delegate authority to the Director of DPH, or his designee to execute amendments to Agreement Number H-702404 that may increase or decrease the amended maximum obligation of \$823,886 by a maximum of 25 percent during the amended base term of August 30, 2006 through August 30, 2008,

"To Enrich Lives Through Effective And Caring Service"

and each of the two 12-month renewal terms by 25 percent above the prior year's maximum obligation, 100 percent offset by CDC funds, subject to review and approval by County Counsel, Chief Executive Office, and Chief Information Office (CIO) and notification of Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of Amendment Number 1 will allow DPH to continue to obtain maintenance and operational support services for the Los Angeles County Public Health Information Network architecture (PHIN) and related systems in support of bioterrorism preparedness and other critical Public Health concerns. This amendment will specifically address operations support for the PHIN systems architecture and enhance efforts to incorporate critical preparedness and response applications into an integrated systems framework consistent with federal requirements for interoperability.

This amendment will allow DPH to support critical infrastructure monitoring activities, assist in the administration of key PHIN components, provide ad-hoc systems engineering and configuration support. The amendment will also allow for minor enhancements or bug-fixes to existing PHIN application components and ensure efficient and effective integration of emerging systems.

Under the current agreement, SIMI provides the development services to complete the initial implementation of the PHIN systems architecture and related applications. Specifically, SIMI develops and implements a mass notification system, a single sign-on portal for gaining secure access to a series of web applications, and a unified directory. In addition, SIMI provides the services to establish a data exchange and messaging framework that is being utilized to connect to critical partners such as local healthcare providers (i.e., laboratories, hospitals, and physicians), the State Department of Public Health and the CDC.

Under Amendment Number 1, SIMI will provide DPH with the following:

- 24/7 support and expertise to maintain high availability of the PHIN service-oriented architecture and integrated systems;
- Support the integration of additional applications and systems into the PHIN infrastructure and ensure that all systems effectively utilize the components of this integrated framework;
- Monitor existing data feeds and transactions from external partners and assist with establishing data exchange capabilities with new data-trading partners;
- Assist with the deployment of key PHIN systems to DPH personnel; and

- Provide for knowledge transfer to technical personnel on the methods and procedures utilized to maintain the PHIN systems environment.

FISCAL IMPACT/FINANCING

Amendment Number 1 to Agreement Number H-702404 will increase the maximum County obligation from \$610,970 to \$823,886, an increase of \$212,916, 100 percent offset by the CDC's NCA U90/CCU917012-07, for the period August 30, 2006 through August 30, 2008. The maximum obligation of the amended base term (August 30, 2006 through August 30, 2008) of \$823,886 may be increased by 25 percent, and each of the two 12-months renewal years may each be increased by 25 percent above the prior year's maximum obligation, 100 percent offset by the CDC funds.

Funding for this Amendment is included in DPH's Fiscal Year 2007-08 Adopted Budget and will be requested in future fiscal years, as necessary. There is no additional net County cost associated with these recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 21, 2001, your Board approved the original agreement (Agreement Number H-212907) with SIMI, effective August 20, 2001 through August 30, 2002 with provisions for a 12-month automatic extension through August 30, 2003 to complete a full-scale commutations exercise of the Health Alert System Training and Education Network (HASTEN) system and to receive additional HASTEN system maintenance services. On August 26, 2003, your Board approved an extension of the term of the Agreement effective September 1, 2003 through August 30, 2004 with a provision for a 12-month renewal through August 30, 2005. On August 17, 2004, your Board approved the extension of the term of the Agreement through August 30, 2006.

On August 29, 2006, your Board approved a Replacement Agreement (Agreement Number H-702404) with SIMI for \$610,970, 100 percent offset by CDC funds, effective August 30, 2006, through August 29, 2007. The CIO recommended a replacement agreement with the contractor to include information technology provisions in the agreement.

The recommended Amendment Number 1 provides DPH with the consultant services necessary to continue providing system administration, engineering, and application enhancement services for the maintenance and operation of the Los Angeles County Bioterrorism-Public Health Information Network. The amendment will increase the maximum obligation by \$212,916, from \$610,970 to \$823,886.

Attachment A provides additional information. Attachment B is the CIO Analysis. County Counsel has approved Exhibit I as to use. The CIO concurs with DPH's recommendation.

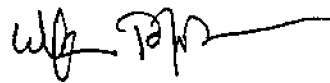
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of Amendment Number 1 will allow the continued utilization of funds as awarded by the CDC to enhance DPH's ability to respond to acts of bioterrorism. Specifically it will allow DPH to continue to provide system administration, engineering, and application enhancement services critical to the maintenance and operation of the Los Angeles County PHIN systems infrastructure. If the recommended actions are not approved, DPH will lose this funding and will not be able to support the technical infrastructure necessary to prepare and respond to acts of bioterrorism. In addition, DPH will not be able to leverage the existing capabilities of this infrastructure and limit DPH's ability to exchange critical data and information within the agency and with external response partners.

CONCLUSION

When approved, the Department of Public Health requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

Reviewed by:



Jon W. Fullinwider
Chief Information Officer

WTF:SRH:SAS
DRJ:RM:bjs

Attachments (3)

c: County Counsel
Director and Health Officer, Department of Public Health

**SUMMARY OF AGREEMENT
(The SIMI Group, Inc.)**

1. TYPE OF SERVICE:

The SIMI Group, Inc., (SIMI) will continue to provide software programming consultant services for enhancements and to support critical maintenance and operation of the Los Angeles County Bioterrorism-Public Health Information Network (PHIN) architecture. Additionally, SIMI will continue to integrate additional application into the PHIN environment and incorporate additional features into the system platform.

2. TERM OF AGREEMENT:

Effective August 30, 2007 through August 30, 2008.

3. AGENCY ADDRESS AND CONTACT PERSON:

The SIMI Group, Inc.
1610 Arden Way, Suite 280
Sacramento, California 95815
Attention: Dan Desmond, President, and CEO
Telephone: (916) 564-6500/Facsimile: (916) 923-5530

4. FINANCIAL INFORMATION:

Amendment Number 1 to the SIMI Replacement Agreement will increase the maximum County obligation from \$610,970 to \$823,886, an increase of \$212,916, 100 percent offset by the Centers for Disease Control and Prevention's (CDC) Notice of Cooperative Agreement (NCA) U90/CCU917012-07, for the period of August 30, 2007 through August 30, 2008. The maximum obligation of the renewal term will be up to 25 percent above the maximum obligation of previous contractual year, offset 100 percent by the CDC funds.

Funding for this Amendment is included in the Fiscal Year 2007-08 Adopted Budget and will be requested in future fiscal years, as necessary. There is no additional net County cost associated with these recommendations.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING:

John Schunhoff, Ph.D, Acting Deputy Director, Public Health

Jonathan Freedman, Executive Director, Emergency Response and Preparedness

7. APPROVALS:

Public Health: Jonathan E. Fielding, MD, MPH, Director and Health Officer

Contacts Administration: Gary Izumi, Chief

County Counsel (approval as to use): Robert E. Ragland, Senior Deputy

SUM#00204
7.30.07

CIO ANALYSIS

**DEPARTMENT OF PUBLIC HEALTH'S (DPH) PROPOSED AMENDMENT NUMBER 1
TO REPLACEMENT AGREEMENT H-702404 WITH SIMI GROUP, INC.
FOR CONSULTING SERVICES TO SUPPORT EFFECTIVE BIOTERRORISM
PREPAREDNESS AND RESPONSE**

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Year

of Option Yrs: 2
(Automatic Renewals)

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Jonathan Fielding, M.D., M.P.H., Director, DPH

Budget Information :

Y-T-D Contract Expenditures	\$610,970
Requested Contract Amount	\$212,916 for the base year (Aug. 30, 2007 – Aug. 30, 2008) and the potential for an additional \$205,972 should additional CDC funds become available during the base year (+ two automatic renewal years for another 25% of total contractual obligation of each term)
Aggregate Contract Amount	\$1,029,858 for the base year (+ the potential for another 25% of total contractual obligation of each term, yielding a potential Aggregate Contract Amount of \$1,609,152 over the three years of this agreement)

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? The costs incurred by DPH under this amendment are 100% offset by the Centers for Disease Control and Prevention (CDC) grants.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This contract amendment allows the Department of Public Health (DPH) to continue to acquire from SIMI Group, Inc., (SIMI) system administration, engineering, and application enhancement services critical to the maintenance and operation of the Los Angeles County Bioterrorism-Public Health Information Network architecture (PHIN).

Background:

On August 21, 2001, the Board approved a sole-source agreement with SIMI, for the provision of a web-based health alert call-down system, secure web portal and distance learning system. Amendment Numbers 1 through 8 to that initial agreement were approved to complete the expansion of that infrastructure to support evolving federal requirements and state/local preparedness efforts as well as a full-scale communications exercise of the Health Alert System Training and Education Network (HASTEN) system and to receive additional HASTEN system maintenance services.

On August 29, 2006, the Board approved a Replacement Agreement Number H-702404 with SIMI to include necessary information technology-related provisions and to identify software program functionality, system requirements, ownership of the software application, tasks and deliverables, develop a system testing and acceptance process and a dispute resolution escalation process that were not present in the initial agreement. This first amendment to that Replacement Agreement will provide the County with the consultant services necessary to continue providing system administration, engineering, and application enhancement services for the maintenance and operation of the Los Angeles County Bioterrorism-Public Health Information Network (PHIN).

Project Justification/Benefits:

Approval of this amendment will allow DPH to maintain and support the PHIN system infrastructure and ensure the integration of systems into an integrated platform to support public health readiness and response. These services will also provide for compliance with CDC functional and technical requirements in support of their grant funding.

Project Metrics:

DPH system administrators will evaluate overall performance of systems infrastructure. Acceptance tests will be conducted by DPH or performed independently, where necessary. Periodic disaster exercises will be conducted to test system functionality and assess system performance against key CDC performance measures.

The DPH project director and key technical staff will also evaluate proposed modifications and operational improvements to ensure compliance with approved technical standards and specifications. Additionally, technical project advisors from CDC will be requested to perform independent PHIN standards compliance testing to assess adherence to IT requirements of bioterrorism grants.

Impact on Service Delivery or Department Operations, if Proposal is Not Approved:

Approval of this amendment will allow the continued utilization of funds as awarded by the CDC to enhance the Department's ability to respond to acts of bioterrorism. Specifically, it will allow DPH to continue to provide system administration, engineering, and application enhancement services critical to the maintenance and operation of PHIN. If the recommended actions are not approved, the County will lose this funding and will not be able to procure vital services to prepare and respond to acts of bioterrorism.

Alternatives Considered:

No other alternatives were considered as this vendor has been with this project since its inception and it would be both operationally and economically unfeasible to attempt to bring another vendor in on this project at this time.

Project Risks:

There appear to be no identifiable risks to the County resulting from this amendment.

Risk Mitigation Measures:

This project minimizes risk by ensuring consistent maintenance of critical systems operations in order to prevent any adverse impact on performance and potential risks to preparedness efforts.

Financial Analysis:

This amendment will increase the maximum County obligation from \$610,970 to \$823,886, an increase of \$212,916, in the first of three years covered under this agreement. Additionally, this amendment permits the Director of the Department of Public Health to execute amendments up to a maximum of 25% of the total contractual obligation of each term for the base year (August 30, 2007 through August 30, 2008) and each of the two option years beyond the base year. All expenditures under this agreement are 100% offset by the Centers for Disease Control and Prevention's (CDC) Notice of Cooperative Agreement (NCA)

U90/CCU917012-07, for the August 30, 2007 through August 30, 2008 term, and are subject to the availability of CDC grant funding in future budget years.

Funding for this Amendment is included in the Fiscal Year 2007-08 Adopted Budget and will be requested in future fiscal years, as necessary. There is no additional net County cost associated with these recommendations.

CIO Concerns:

None.

CIO Recommendations:

The CIO recommends approval of this Amendment.

CIO APPROVAL

Date Received: July 30, 2007

Prepared by: Earl Bradley

Date: August 1, 2007

Approved: 

Date: 8/2/2007

Contract No. H-702403-1

CONSULTANT SERVICES AGREEMENT WITH THE SIMI GROUP, INC.
PUBLIC HEALTH PREPAREDNESS AND RESPONSE SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____ 2007,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and SIMI GROUP, INC.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"REPLACEMENT AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES
AND SIMI GROUP, INC., FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE
TO BIOTERRORISM," dated August 30, 2006, and further identified as County
Agreement No. H-702404, (hereafter "Agreement"); and,

WHEREAS, on May 30, 2006, the County of Los Angeles, Board of Supervisors
approved separating Public Health from the Department of Health Services creating a
new Department of Public Health ("DPH"); and on July 6, 2006 the DPH was formed;
and,

WHEREAS, the parties desire to amend the Agreement to substitute DPH for the
Department of Health Services; and,

WHEREAS, it is the intent of the parties hereto to amend Agreement to provide for other changes set forth herein; and

WHEREAS, the Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on the date of approval by the Board of Supervisors of the County of Los Angeles.

2. Exhibits A-1, B-1, E-1, and K shall be added to Agreement, as attached hereto and incorporate herein for reference.

3. Paragraph 1, "APPLICABLE DOCUMENTS AND DEFINITIONS", shall be amended as follows:

"1.1 Interpretation: Effective as of the effective date of this Amendment, Agreement shall be amended to attach Exhibit A-1, "STATEMENT OF WORK, THE SIMI GROUP, INC., MAINTENANCE SERVICES FOR LOS ANGELES COUNTY PUBLIC HEALTH INFORMATION NETWORK ENTERPRISE ARCHITECTURE IN SUPPORT OF BIOTERRORISM PREPAREDNESS AND RESPONSE," Exhibit B-1, "SCHEDULE OF DELIVERABLES AND PAYMENTS, THE SIMI GROUP, INC.," Exhibit E-1, "PROJECT SCHEDULE, THE SIMI GROUP, INC., MAINTENANCE SERVICES FOR LOS ANGELES COUNTY PUBLIC HEALTH INFORMATION NETWORK ENTERPRISE ARCHITECTURE IN SUPPORT OF BIOTERRORISM PREPAREDNESS AND RESPONSE," and

Exhibit K, "CHARITABLE CONTRIBUTION CERTIFICATION", attached hereto and incorporated herein by reference.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Tasks, Subtasks, Deliverables, goods, services or other Work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency, shall be resolved by giving precedence first to the body of this Agreement and then to the Exhibits according to the following priority:

- EXHIBIT A STATEMENT OF WORK
- EXHIBIT A-1 STATEMENT OF WORK
- EXHIBIT A.1 SYSTEM TESTING AND VALIDATION
- EXHIBIT A.2 CDC PHIN PCA REQUIREMENTS
- EXHIBIT A.3 DISPUTE RESOLUTION AND ESCALATION PROCEDURES
- EXHIBIT A.4 ADDITIONAL TECHNICAL REQUIREMENTS
- EXHIBIT B SCHEDULE PAYMENTS
- EXHIBIT B-1 SCHEDULE OF DELIVERABLES AND PAYMENTS
- EXHIBIT B.1 CHANGE NOTICE REQUEST
- EXHIBIT B.2 INVOICE DISCREPANCY REPORT
- EXHIBIT C SCHEDULE OF MAINTENANCE AND OPERATIONS SUPPORT

EXHIBIT D	SCHEDULE OF TELECOMMUNICATIONS SERVICES HOSTING
EXHIBIT E	PROJECT SCHEDULE
EXHIBIT E-1	PROJECT SCHEDULE
EXHIBIT F	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
EXHIBIT G	IRS NOTICE 1015
EXHIBIT H	SAFELY SURRENDERED BABY LAW
EXHIBIT I	CONTRACTOR'S EEO CERTIFICATION
EXHIBIT J	CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
EXHIBIT K	CHARITABLE CONTRIBUTION CERTIFICATION

4. Paragraph 5, TERM, shall be revised to read as follows:

"5. Term: The term of this Agreement shall commence August 30, 2006 and shall continue in full force through August 30, 2008, subject to the availability of Federal funding. Thereafter, this Agreement shall be automatically renewed for two additional twelve-month (12) cycles effective August 31, 2008 through August 30, 2009 and August 31, 2009 through August 30, 2010, subject to the availability of Federal funding to the County and subject to the written approval by the Director and subject to review and approval by Chief Administrative Office, Chief Information Office, County Counsel, and notification to the Board of Supervisors. If such federal funding is not

forthcoming, this Agreement shall terminate on August 30, 2008.

This Agreement, including any extended term, may be cancelled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days prior written notice to the other. County may (also) suspend the performance of services hereunder in whole or in part, upon the giving of at least a thirty (30) day written notice to the Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

5. Paragraph 8: CONTRACT SUM, sub-paragraph 8.1 General, shall be revised to read as follows:

8.1 "General": The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, services and other work requested and specified under this Agreement. All Work completed by Contractor must be approved in writing by County. If County does not approve Work in writing, no payment shall be due to Contractor for that Work. Upon the effective date of this Agreement through August 30, 2008, the maximum obligation of County for Contractor's performance hereunder shall not exceed Eight Hundred Twenty Three Eight Hundred Eighty Six Dollars (\$823,886) for the term of this Agreement.

Contractor shall use such funds only to pay for services as set forth in EXHIBIT A and EXHIBIT A-1, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

If this Agreement is renewed for the periods August 31, 2008 through August 30, 2009, and August 31, 2009 through August 30, 2010, the maximum obligation of County for Contractor's performance will be determined by Director upon the availability of federal funds for the renewal terms. Such renewal shall be effected by an amendment (i.e., administrative amendment) executed by Contractor and Director, pursuant to a grant of delegated authority from the Board of Supervisors.

6. Paragraph 9. INVOICES AND PAYMENTS, sub-paragraph 9.1 Invoices and its sub-paragraph A shall be revised to read as follows:

9.1 "Invoices: County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit B and Exhibit B-1, attached hereto and incorporated herein by reference.

Contractor shall invoice County monthly, in the arrears, for all Tasks, Subtasks, Deliverables, goods, services and other Work, which are specified in Exhibit A and Exhibit A-1 (Statement of Work) and which are provided by Contractor and approved in writing by County in accordance with Subparagraph 2.4 (Approval of Work). Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement. All invoices shall be subject to County's written approval pursuant to Subparagraph 2.5 (Approval of Invoices). Contractor's payments shall be as provided in Exhibit B and Exhibit B-1 (Schedule of Deliverables and Payments). All invoices under this Agreement shall be submitted to County's Project Manager. Each invoice submitted by Contractor shall:

A. Indicate the Tasks, Subtasks, Deliverables, goods, services or other Work as described in Exhibit A and Exhibit A-1 (Statement of Work) for which payment is claimed and attach evidence of County's approval of such Tasks, Subtasks, Deliverables, goods, services or other Work pursuant to Subparagraph 2.4 (Approval of Work)."

7. The following paragraph shall be added to this Agreement:

"76. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, eligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither or not any of its owners, officers, partners, directors or other principals is currently suspended, debarred, eligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractor is currently suspended, debarred, eligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, eligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8. The following paragraph shall be added to the Agreement:

"77. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Attached hereto (Exhibit K,) is the required form, "CHARITABLE CONTRIBUTIONS CERTIFICATION", to be completed by the Contractor and the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)."

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health

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and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

The SIMI Group, Inc.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF PUBLIC HEALTH

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

AM#00204.SIMI Amend #1/JR
H-702404-1 simi 7.30.07

**STATEMENT OF WORK
THE SIMI GROUP, INC.
(August 30, 2007 to August 30, 2008)**

**MAINTENANCE SERVICES FOR LOS ANGELES COUNTY PUBLIC HEALTH
INFORMATION NETWORK ENTERPRISE ARCHITECTURE IN SUPPORT OF
BIOTERRORISM PREPAREDNESS AND RESPONSE**

The SIMI Group, Inc. (SIMI) has been approved as a sole-source vendor to develop an integrated enterprise systems architecture that is comprised of a *web-service based bioterrorism notification call-down system*, standards-based messaging infrastructure, single sign-on gateway, and web portal.

This effort is part of the COUNTY Public Health Information Network development effort to support of bioterrorism preparedness and response activities. This initiative, approved by relevant local agencies and the CDC, targets the implementation, development, and enhancement of public health and emergency management applications to address critical response needs within COUNTY. These efforts are aligned with similar efforts underway by the State of California and the Centers for Disease Control and Prevention (CDC) and targeted at achieving compliance with federal bioterrorism grant requirements.

This SOW refers to the following exhibits:

Exhibit A.1: System Testing and Validation

Exhibit B: Schedule of Deliverables and Payments, which includes for deliverable target dates and costs.

Exhibit C: Schedule of System Maintenance and Operations Support

TASKS AND DELIVERABLES

1.0: MONTHLY SYSTEM MAINTENANCE AND OPERATIONS

TASK 1.1: Monthly System Maintenance & Operations Services

CONTRACTOR shall provide standard systems engineering maintenance and operations as defined in Exhibit C, Schedule of System Maintenance.

CONTRACTOR shall provide technical services that shall include, but not be limited to:

- Monitoring the performance of the COUNTY PHIN Web server, space available, status of the System services, accessibility of the Web-based application, and the functionality of all the screens.
- Configuring and maintaining sustainable connectivity to other internal systems.
- Maintenance and operations of key emergency response and alerting applications and the platforms supporting these applications. The subject applications include, but are not limited to: Application Gateway, Directory Manager, List Manager, and Profile Manager
- Monitoring and the management of System users in the COUNTY Public Health Active Directory domain and assign permissions for database access based on the security level defined and requested by COUNTY; and assist COUNTY staff in troubleshooting user names and passwords.
- Database and database server support including database backup and restore processes, monthly database diagnostic maintenance, and performance and statistic reviews.
- Monitoring and administering the following data processes: Synchronization of the lookup tables as defined in the current documentation (to be provided by COUNTY); Processing of the External Submissions and transfer into the COUNTY System; Troubleshooting of failed and rejected transactions
- Integration of applications and data on an as needed basis
- Resolution of bug fixes or application defects

Deliverable 1.1: Monthly System Maintenance & Operations Services

CONTRACTOR shall perform technical support for standard systems engineering maintenance and operations items as defined in Exhibit C, and charge the COUNTY a fixed fee per month for said support items as indicated in Exhibit B. CONTRACTOR shall provide a Systems Engineer or other required resources to perform these support tasks.

CONTRACTOR shall provide COUNTY with monthly reports of work performed on, but not limited to:

- COUNTY PHIN web server monitoring
- Maintenance of connectivity between internal systems
- Maintenance and support of response and alerting applications, including: Application Gateway, Directory Manager, List Manager, and Profile Manager application
- Database and database server support including database backup and restore processes, monthly database diagnostic maintenance, and performance / statistic reviews
- Administration and monitoring of data processes
- Integration of applications and data on an as needed basis
- Resolution of bug fixes or application defects

CONTRACTOR will provide COUNTY with advance written notification when standard systems engineering maintenance and operations support is anticipated to exceed the allowable amount of hours during any single calendar month. No additional work shall be performed by CONTRACTOR without approval of COUNTY.

COUNTY will evaluate Deliverables and provide feedback in accordance with Exhibit A.1, System Testing and Validation. COUNTY shall measure completion of Deliverable 1.1:

1. CONTRACTOR's performance for COUNTY of monthly systems maintenance and operations

services as defined in Exhibit C, Schedule of System Maintenance;

2. CONTRACTOR's provision to COUNTY with statistics and monthly performance reports of work performed.
3. COUNTY acceptance of relevant modifications and changes by CONTRACTOR.

SCHEDULE OF DELIVERABLES AND PAYMENTS
The SIMI Group, Inc.

(August 30, 2007 to August 30, 2008)

Item	Deliverable Title	Period	Description	Amount Payable
1.0	Monthly System Maintenance & Operations (Maintenance Fees)	Months 1-12	1.1: Monthly System Maintenance and Operations Services	\$17,743/Mo x 12 months = \$212,916
TOTAL CONTRACT SUM:				\$212,916

The total cost of these contract services shall not exceed **\$212,916**.

For the support deliverable listed above, all work shall be provided on a fee-for-service basis until the line item budget for each relevant deliverable has been expended. Any work to be performed by CONTRACTOR shall be approved by COUNTY. No work can exceed the total contract sum indicated above.

Billing will be based on hourly rates for actual consulting time, without a minimum per-event requirement. Invoices will be provided by SIMI monthly during months when these services are rendered and accepted by COUNTY. The rate billed for off- and on-site support charges will depend on the SIMI resources involved, based on the following project team labor classification and event categories:

Item	Description	Hourly Rate
SLC-1001	Subject Matter Expert: Public Health Informatics Architect	\$275
SLC-1002	Subject Matter Expert: Enterprise Architect	\$275
SLC-1003	Subject Matter Expert: Epidemiology	\$225
SLC-1004	Senior Developer	\$175
SLC-1005	Developer:	\$150
SLC-1006	Systems Engineer	\$150

**PROJECT SCHEDULE
THE SIMI GROUP, INC.**

(August 30, 2007 to August 30, 2008)

**MAINTENANCE SERVICES FOR LOS ANGELES COUNTY PUBLIC HEALTH
INFORMATION NETWORK ENTERPRISE ARCHITECTURE IN SUPPORT OF
BIOTERRORISM PREPAREDNESS AND RESPONSE**

The following project schedule defines the high-level steps and timetable that are planned for the completion of the deliverables identified in this Scope of Work. CONTRACTOR will complete all tasks within the time allotted. COUNTY is required to complete review of sub-deliverables in a timely fashion to ensure that the schedule can be adhered to.

The bolded items in the project schedule below refer to the high level tasks defined in each item of Exhibit A: Statement of Work. The italicized items correspond to the projected dates for these sub-tasks and sub-deliverables. Furthermore, where necessary, the schedule specifies additional activities and prerequisites required for completing the deliverables. CONTRACTOR and COUNTY will review changes to the dates listed in this schedule and agree to any modifications, where necessary, in accordance with the provisions set forth in Agreement.

Task Name	Start	End
Task 1.0 – Monthly System Maintenance & Operations Services	Month 1	Month 12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trust under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government code sections 12585-12586.	()	()
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Signature

Date

Name and Title (please type of print)